



Public Comment SIGN IN SHEET

November 1, 2016 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Jean Jennings	School - Resource of/ideas
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

I have passed out information to council and request that you read all of it and understand the roll of our rights in your consideration of how to respond to this threat potential to our school children and staff.

I thank you Council for allowing me to share with you my thoughts on the intrusion of force against our school children and staff. I for one am heartbroken every time I hear of another mass shooting. I am sure you as well ask yourself the question of how many times good people have to be the victims of bad policy. I think the school system has to accept the responsibility of protecting our children and their staff. I would like to share with you some things I would like to see in every school.

I would like to see the signs advertising gun free zone be removed and a sign put on every door to our schools as well as a large sign at the road that states the staff at this location is trained in conceal carry. If I were a teacher I would welcome the ability to protect myself from the very moment that a threat begins and with that capability the possibility to protect the children will be immediate as well. Our police force does great work in protecting us but they are virtually never the first responder. They are the enforcers of the laws that have already been broken and that includes mass shooting.

I would like to see the Sheriff's Dept. involved with the guidance as to the most effective type of gun and ammunition needed for the most effective defense against armed threats at our schools.

I also would like the Sheriff's Dept. to be involved with the Conceal Carry training to insure it fits the need for staff to respond correctly and effectively.

We do not want to follow the path of making it harder for good people to own a gun but rather we need to respect the right of good people to carry a gun to protect themselves.

I have not heard of anyone with a conceal carry permit involved in a mass shooting as the bad guy. Again the school system has a budget

and the reasonability to protect our children and their staff against this type of threat or any threat.

The staff of the school should also have on them the ability to (with a push of a button) communicate with 911.

The training does not need to be mandatory so if none of the staff wants to be involved with self protection then a full time officer would need to be hired.

With responsibility comes risk. Why most the risk to our children and staff of our schools be greater then the risk to the intruder. Thanks again for allowing me to speak and if needed I have more suggestions that I feel will help.

Landess Speaks to Lawmakers on Second Amendment

As you may know, state lawmakers have recently held a series of public hearings on potential gun control measures. The fourth and final hearing was held on Thursday night. Once again, Policy Council members and allies showed up in large numbers and made sure their elected officials heard from them.

SCPC president Ashley Landess testified at Thursday night's hearing. Landess stressed the fact that the Second Amendment isn't about mere gun ownership – it's about Americans' right to protect themselves. And she challenged lawmakers to ask themselves whether the gun control measures they're promoting amount to a panicked, irrational reaction.

The Gun Death 'Epidemic' and the 2nd Amendment

Posted by [South Carolina Policy Council](#) on Thursday, September 15, 2016

0:00



SOUTH CAROLINA POLICYMAKERS HAVE A DUTY TO RESPOND WITH REASON, NOT FEAR.

State lawmakers are now holding [public forums](#) to consider whether the General Assembly should further restrict citizens' Second Amendment rights. Here's what South Carolinians should understand about the gun debate before it begins.

(1) The constitutional principle

The American Constitution is not a "working draft" or a list of suggestions. It is the rulebook for governing in this country. Government officials may not take a constitutional right from the people simply because they've decided it's in the people's best interest.

Only in the rarest of circumstances – when there is a clear and compelling case that limiting one right is absolutely necessary to protect against a greater threat to another right – may any American government impose a limit on a constitutional right.

It's easy to dismiss such statements as demagogic in the face of heightened emotions, or theoretical ideals that are impractical for "real life." That is exactly the attitude that threatens citizens' rights, and precisely why the constitution was designed with such clarity of purpose. The question to ask about any gun control law is not whether it will prevent gun deaths. It has not and will not. The important question is this: Is the threat to life so dire that the only way to protect it is by compromising Americans' right to defend themselves?

(2) There is no gun death "epidemic"

The answer: No. The call for gun control isn't based on compelling evidence that the threat to life is so overwhelmingly great that it

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merits compromising the Second Amendment's right to self-defense. The senseless taking of innocent life understandably provokes a frustrated call to action, but to claim that firearms are responsible for a "pandemic" of homicidal violence isn't just misleading – it's irresponsible – and elected officials have a duty to respond to such claims with reason rather than irrational fear.

In truth, only 1.2 percent of all deaths in the United States are the result of firearms.* And of those, around two-thirds were suicides. More to the point, gun homicides account for 0.43 percent – *less than half a percent of total deaths*.

The total number of deaths in the United States for 2013 (the most recent year complete data is available) were 2.5 million. Of those, a total of 33,636 were caused by firearms – 21,175 of which were suicide. It is unavoidably true that the inherent properties that make a firearm the most effective self-defense weapon also make it the most efficient means of taking one's own life. In fact, the vast majority of gun deaths – roughly two-thirds – are suicides. Still, roughly half of those who committed suicide did so through means other than a firearm.

Perhaps the most irresponsible element of the gun control debate is the overblown rate of accidental deaths from firearms. To be sure, it is horrifying to learn of a child dying from accidental gunfire, or shooting someone else. But how prevalent is accidental gun death? Of the 2.5 million who died in 2013, accidents claimed the lives of 130,557. Of those, a total of 505 died from accidental gunfire – 0.38 percent. Less than half of one percent of all *accidental* deaths were from a firearm.

Compare 505 accidental deaths from gunfire to the 38,851 who died of accidental poisoning, the 37,184 who died in a transportation accident and the 30,208 people who died from an accidental fall.

What is not reflected in those statistics is that the overwhelming number of gun owners are responsible citizens who do not commit crimes. It is *their* lives – and their right to defend them – that must be weighed in context. There is no overwhelming case that banning guns – or even limiting access to them for reasons that aren't logically connected to the goal – would reduce the rate of gun deaths. But there is an excellent case that innocent people can and do protect themselves through responsible gun ownership.

It isn't possible to know how many more innocent lives might have been lost had they not had that right, just as there is no evidence that the right to self-defense poses a greater threat than the lack of it. There *is* evidence, however – and a lot of it – that gun control legislation is both constitutionally unwarranted and practically ineffectual.

- Roughly two thirds of gun-related deaths are suicides.
- Of the 2.5 million people who died in 2013, accidents claimed the lives of 130,557. Of those, a total of 505 died from accidental gunfire – 0.38 percent. Less than half of one percent of all accidental deaths were from a firearm.
- Far more people died of accidental poisoning (38,851), car accidents (37,184), and accidental falls (30,208) than from accidental gunfire (505).
- Only 0.43 percent of all deaths (11,208) were caused by firearm homicide.
- More people unintentionally poisoned themselves (38,851) or fell to their deaths (30,208) than died as a result of firearm homicides.

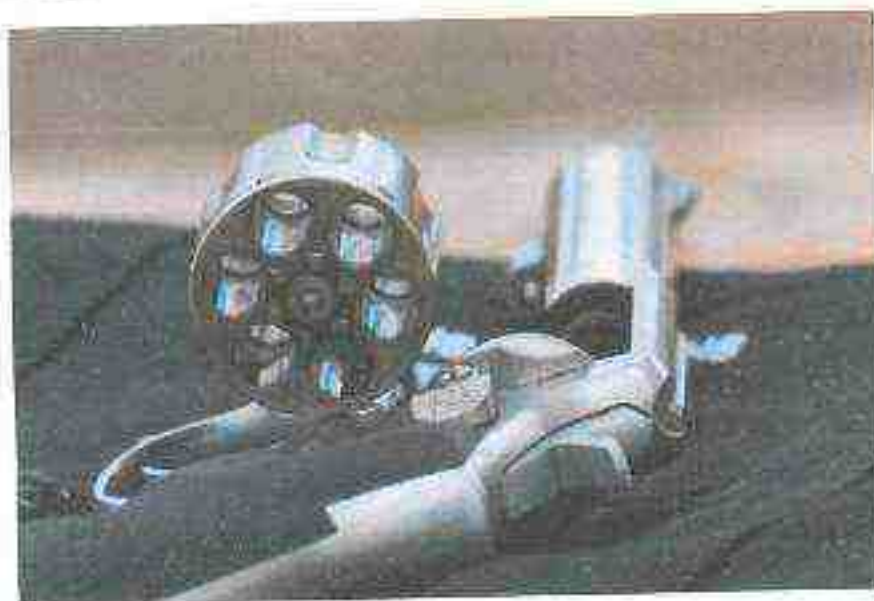
* Source for statistics: 2013 Center for Disease Control National Vital Statistics Reports Volume 64, Number 2.

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Are Gun Restrictions Likely in 2017?

Posted by [South Carolina Policy Council](#) on Friday, October 14, 2016

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IN RECENT YEARS, STATE LAWMAKERS HAVE MADE INCREASINGLY BOLD MOVES AGAINST THE SECOND AMENDMENT. LOOK FOR MORE OF THE SAME THIS YEAR.

The hostility toward Second Amendment freedoms seen at the national level – proposals for gun registries, bans on certain firearms, and so on – is just as evident in “red state” South Carolina’s State House as it is anywhere else in the country. The last several years, in fact, have seen the introduction of several bills intended in one way or another to curb Second Amendment rights.

For the upcoming 2017 session, legislators have already promised to introduce bills that would, among other things, increase the wait time for background checks and require registration of guns. If recent history is any guide, however, the bills will begin their legislative journey as highly restrictive gun control measures, then be slowly curtailed as the session goes on. By the end of session, such bills may no longer be the sweeping anti-Second Amendment bills they started out as. But that should be no comfort to South Carolinians who oppose further gun control measures, since small, seemingly modest restrictions grow over time to create a much more prohibitive environment for Second Amendment freedoms.

Pro-gun South Carolina?

Recent history, moreover, suggests that – for all South Carolina’s reputation as a pro-Second Amendment state – lawmakers are not averse to introducing substantial gun control bills.

A bill introduced in 2014, for example, would have required background checks for *all firearm sales in South Carolina* – this despite the lack of evidence that background checks enhance crime prevention. In a 2013 Center for Disease Control [report](#) done



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at the request of President Obama, around 70 percent of the guns criminals used came "from family or friends, drug dealers, street purchases, or the underground market," not from legal guns sales. Put another way, about 70 percent of guns used by criminals – the very group background checks target, would not be subject to them.

A bill introduced in 2015, similarly, attempted to mandate permits for "casual gun sales." It would have required private sellers to get a license and a bond with the state – effectively criminalizing many informal gun sales. The simple process selling a firearm to a friend would have required approval by the state (and a fee, naturally).

Another bill from 2016 would have prohibited the sale, transport, and ownership of an "assault weapon." There is no industry definition of an "assault weapon," and so the law had to define it, which it did vaguely: The bill might have applied to all sorts of guns, or virtually no guns at all. Consequently – and this was also true of the bill's now extinct federal counterpart – the state ban would have imposed an arbitrary ban on one type of gun while leaving others completely unaffected.* (For more on this and similar bills introduced during the latest session, see the Policy Council's 2016 *Best and Worst of the General Assembly*.)

All of these bills failed to pass the legislature, but experience strongly suggests that once such bills begin to be introduced in significant numbers – and the bills above represent only a fraction of the over 30 gun bills introduced in the last two sessions – the legislature will be emboldened to pass them, or to pass components of them, eventually.

Overblown claims

When South Carolina politicians commence debating gun-related legislation in 2017 – as they begin debating which measures are acceptable means of curtailing citizens' right to defend themselves – it's best to treat many of the restrictionists' claims that gun laws decrease violence with skepticism.

For example, it cannot be proven that there is a correlation between restrictive gun laws and a decrease in violence. The same 2013 study of gun violence the CDC did at the request of President Obama found that "whether gun restrictions reduce firearm-related violence is an unresolved issue." The CDC reported, in a different study, that in 2013 California had 1,312 firearm homicides. This was the highest in the nation by over 35 percent – despite the fact that California has among the strictest gun laws in the nation.

Nor is there any evidence that gun registries are effective ways to prevent crime. Canada and New Zealand abolished their gun registries after they had become clearly ineffective. Canada saw non-compliance (people neglecting or refusing to register their guns) as high as 50 percent, and New Zealand ended the registry of rifles and shotguns when police said registration was expensive, impractical, and yielded almost nothing of value.

To sum up: Watch for new gun restrictions in 2017. Gun restrictionists will likely cite vague goals such as "public safety" and "decreasing gun violence," but the evidence that their proposals can accomplish those goals is **deeply problematic**. The criterion for restricting constitutional rights, meanwhile, is the same as it's always been: Government can regulate a constitutional right (in this case, the right to bear arms) *only* when it's clear that doing so is the only way to protect another constitutional right (for example, the right to life). On the evidence produced so far, it's not only unclear that gun restrictions protect life: the evidence strongly suggests that they don't.

* The federal assault weapons ban was allowed to lapse in 2004 after a study by the Department of Justice concluded that "we cannot clearly credit the ban with any of the nation's recent drop in

gun violence ... Should it be renewed, the ban's effects on gun violence are likely to be small at best and perhaps too small for reliable measurement.

Category: [Political](#), [Health](#), [Law](#), [Policy](#) | [View Page](#)



Oconee
County
Quarry



D. Richard Martin
Quarry Manager

Oconee County Rock Quarry
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Walhalla, SC 29691

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Email:
quarry@oconeesc.com

October 28, 2016

Mr. Wayne McCall, Councilman
Oconee County
415 S. Pine Street
Walhalla, SC 29691

Re: Oconee County Quarry

Dear Mr. McCall;

We, the quarry employees, want to thank you for the donation of several pieces of steel pipe when we installed a new 44 cone crusher in March of this year.

Since this was an emergency installation, we were not completely prepared with everything we needed, and it was not possible to purchase the steel since it was Easter weekend, March 25 - 27, 2016. You came to our rescue with what we needed to finish the project and because of your donation; we were back up and running on Monday. Thank you so much.

Sincerely,

D. Richard Martin, Quarry Manager
Oconee County Quarry

DRM/pm



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-29**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

WHEREAS, the County currently desires to execute and enter into a Lease Agreement (the “Lease”) with Christ Central Ministries, Inc. and Christ Central Ministries Oconee (collectively “Lessee”) for a portion of the former Oconee County Detention Center located at 300 South Church Street, Walhalla, South Carolina (the “Premises”);

WHEREAS, the Oconee County Council (the “Council”) has reviewed the form of the Lease, attached hereto as Exhibit “A,” and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto;

WHEREAS, Lessee endeavors to assess community needs and identify resources to address those needs in areas including, but not limited to, drug and alcohol recovery, poverty, homelessness, re-integration, and emergency assistance and accommodations;

WHEREAS, the County and the Oconee County Sheriff’s Office have sought assistance in addressing the foregoing problems; and

WHEREAS, the Premises are suitable for and will be used as a community resource and solution center for the provision of transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: October 18, 2016 [title only]
Second Reading: November 1, 2016
Public Hearing:
Third & Final Reading:

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into as of this ___ day of _____, 2016 (the "Effective Date") by and between OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina ("Lessor"), and Christ Central Ministries, Inc., a 501(c)(3) nonprofit corporation ("CCM") along with Christ Central Ministries Oconee ("CCM Oconee") (collectively "Lessee"). CCM and CCM Oconee shall be jointly and severally obligated, bound, and otherwise responsible for the proper fulfillment of all terms of this Lease.

1. **Premises:** Lessor leases to Lessee the following described property ("Premises"), situated in the City of Walhalla, County of Oconee, State of South Carolina: A portion of the former Oconee County Detention Center, located at 300 South Church Street, Walhalla, South Carolina, as shown on the incorporated diagram attached hereto as Exhibit "A" and incorporated by reference.
2. **Consideration:** As outlined below, in return for Lessor providing use of the Premises and reasonable utilities, Lessee shall operate a community resource and solution center, to include transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public ("Permitted Uses"). In the event Lessor deems that Lessee is not carrying out its operations consistent with the Permitted Uses, there shall be a failure of consideration, constituting a default and allowing for immediate termination.
3. **Term and Certain Conditions:** The term of this Lease shall commence _____, 2016 and end _____, 2017 (the "Lease Term"). It is expressly understood and agreed by the parties with reference to the tenancy created, as follows:
 - a. Lessee shall operate and maintain a community resource and solution center for the purposes of carrying out the Permitted Uses. The Premises shall be used for no other purposes.
 - b. Lessee shall plan and operate its program at the Premises so that it will not exclude any potential beneficiary of Lessee's services because of race, nationality, or religious convictions.
 - c. Lessee shall plan and operate its program at the Premises for the purpose of benefiting the public generally and not for the primary benefit of any private individual or individuals.
 - d. As the needs of the community shall be given primary consideration in the planning of the Lessee's program at the Premises, the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the

Lessor and the Lessee, to facilitate mutual cooperation and make possible regular reexamination of Lessee's use of the Premises. This paragraph does not restrict Lessor's access to the Premises.

- e. Lessee shall have a staff person present at the premises whenever Lessee's program is in operation.
 - f. Lessee shall not allow "walk-in" patrons, loitering about the Premises, or any activity that would disrupt the quiet, peace, and/or enjoyment of the surrounding community.
 - g. Lessee's operations shall be conducted in strict compliance with the procedures and purposes of Lessee's program as delineated on Exhibit "B" attached hereto and incorporated herein, entitled "Hope and Future Resource and Solution Center."
 - h. Lessee shall keep a current and complete database, tracking all important information on all of its clients. Attached hereto as Exhibit "C" is a document titled "MissionTracker Features." Lessee shall use a database of similar quality and form, tracking the same information as outlined in Exhibit C.
 - i. Lessee shall permit no greater number of persons to occupy the Premises than is permitted by applicable code requirements.
 - j. If Lessee fails to abide by and conform to the terms of this Lease, with specific reference being made to the requirements of this Section 3, including all subparts and attachments, Lessor may immediately terminate this Lease, at its sole discretion.
 - k. The Lease Term may be extended or renewed upon mutual written agreement by Lessor and Lessee.
4. **Redelivery of the Premises:** Lessee will at the expiration of the term, or upon any sooner termination, quit and deliver up the Premises to Lessor peacefully, quietly, and in good order and condition, with reasonable use and wear excepted.
 5. **Utilities and Services Provided by Lessor:** Lessor shall furnish and supply for the Premises the following utilities: heat, water, gas, and electricity. Lessee's consumption of such utilities must remain within reasonable limits as determined by Lessor.
 6. **Maintenance and Repairs Provided by Lessor:** Lessor shall not be responsible for any maintenance or repairs to the Premises. Yet, Lessor shall have the right, though not the obligation, to make any alterations or improvements to the Premises, so long as such do not unreasonably interfere with the operations of Lessee.
 7. **Maintenance, Repairs, and Upkeep Provided by Lessee:**
 - a. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises, as made necessary by the activities of Lessee.

- b. Lessee shall keep the exterior and interior of the Premises in a clean and sanitary condition and shall be responsible for any abuse and destruction of property and equipment not due to ordinary wear and tear.
 - c. Lessee shall be solely responsible for ensuring that the Premises and Lessee's use thereof are in compliance with all building and municipal or other governmental or legal codes, regulations, and requirements.
8. **Improvements and Alterations**: Lessee shall not undertake to improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.
9. **As Is Condition of the Premises**: Lessee represents and warrants that Lessee has conducted a thorough and diligent inspection and investigation of the Premises and the suitability of the Premises for Lessee's intended use. Lessee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises, and Lessee is accepting the Premises as is, with all faults.
10. **Accessibility**: Lessee shall be solely responsible for ensuring that the Premises is accessible as necessary and required for its purposes.
11. **Entry Upon Premises by Lessor**: Lessor shall have the right to enter upon the Premises at any reasonable hour for the purpose of making inspections.
12. **Eminent Domain**: If the whole or any substantial part of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as to the part taken from the day when the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term provided here. All damages awarded for this taking shall belong to and be the property of Lessor.
13. **Release, Hold Harmless, Assumption of Risk, and Indemnity**: Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and operation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Councilmembers, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

14. **Survival of Indemnities**: All representations, warranties, and indemnities of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease, subject to such limitations as imposed by South Carolina law.
15. **Unlawful, Hazardous, Offensive, and otherwise Impermissible Uses**: Lessee will make no unlawful or offensive use of the Premises. Lessee shall not use the Premises, or any part of it, for any use or purpose that is hazardous on account of materials, fire, activities, or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that is offensive to other tenants or to occupants of other buildings in the vicinity. Lessee recognizes that the Lessor is a governmental entity and is required to comply with numerous laws related to its relationships with other entities and the use of its property, including constitutional requirements concerning church and state matters, for example, the First Amendment to the United States' Constitution's limitations respecting the establishment of religion. Lessee will comply with all applicable laws regarding church and state. Therefore, at no time shall Lessee conduct or cause to be conducted any religious services or promote religious discussions at the Premises for the sake of any specific religion. Nor shall Lessee require any of its service recipients, residents, contractors, subcontractors, employees, or volunteers to attend religious services or discussions, or distribute religious tracts, materials, or otherwise proselytize or promote religion at the Premises. At no time will anyone be restricted from attending, or required to attend, any study or assistance class because of individual religious or cultural beliefs.
16. **Findings Confidential**: All reports, information, data, records, or documents of any kind containing medical or healthcare related information about persons Lessee (or any subcontractor) is providing services for shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable laws.
17. **Equal Employment Opportunity and Nondiscrimination in Services**: In carrying out its operations, Lessee will not discriminate against any recipient, or potential recipient of services, or others based on creed, color, religion, ancestry, sex, national origin, or disability. Lessee will abide by all equal opportunity laws, and will post in conspicuous places notices as required by law related to nondiscrimination and equal opportunity.
18. **Compliance with Laws**: In performing its obligations hereunder, Lessee will comply with all applicable federal, state, and local laws and ordinances.
19. **No Partnership or Agency Relationship**: Nothing contained in this Lease is intended, or will be construed, to create a partnership, joint venture, or agency relationship between Lessor and Lessee.
20. **Sublease and Assignment**: Lessee shall not rent, sublet, or assign space in the Premises without the written consent of the Lessor.
21. **Termination**: In addition to the termination for cause provisions contained herein, this Lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

22. Insurance:

- a. **Liability Insurance:** Lessee shall, at no cost to Lessor, at all times during the term of this Lease, maintain in force, for the joint benefit of Lessor and Lessee, a broad form general policy of liability insurance issued by a carrier satisfactory to Lessor and licensed to do business in the State of South Carolina, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Such insurance policy or policies shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage, and personal injury. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. In addition, the deductible for such insurance shall not exceed \$10,000.00. A certificate(s) of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificate(s) and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days' prior to the renewal date of any such insurance policies during the term of this Lease. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor.
- b. **Additional Insurance:** Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, or other entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessor carries insurance on the structure of the subject building shown on Exhibit A. Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

23. Lessee's Duty to Restore Premises: At any time during the term of this Lease if any part or the whole of the Premises, including any property located thereon, is damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, so long as related to activities of Lessee, this Lease shall continue in full force and effect, and Lessee, at its sole cost and expense, shall repair and restore the damaged or destroyed property. The work of repair and restoration shall be commenced by Lessee as soon as possible after the damage or destruction occurs, and shall be completed with due diligence, and in a manner suitable to Lessor.

24. Application of Insurance Proceeds: Any and all fire or other insurance proceeds that become payable at any time during the lease term because of damage to or destruction of part or the whole of the Premises, including any property located thereon, shall be paid to Lessor and applied toward the cost of repairing and restoring the damaged or destroyed property.

25. **Taxes:** Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated at the Premises.
26. **Prohibition of Liens:** Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.
27. **Rights Reserved to Lessor:** Lessor reserves the following rights, exercisable without notice and without liability to Lessee without giving rise to any claim for setoff or abatement of rent or affecting any of Lessee's obligations under this lease:
- a. To install and maintain signs on the exterior and interior of the building. Lessee shall not, however, erect, install, operate or cause or permit to be erected, installed, or operated in or upon the Premises, any sign or other similar advertising device without first having obtained Lessor's written consent.
 - b. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the Premises occupied by the Lessee.
 - c. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion or threat, Lessor reserves the right to reasonably limit or prevent access to the Premises, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the occupants of the Premises or the protection of the Premises, including all property therein. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
28. **Waiver / Non-Waiver:** No failure by Lessor to insist upon the strict performance by Lessee of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
29. **Severability:** If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected.
30. **Time:** Time is of the essence as to each obligation contained herein.
31. **Notices:** Unless otherwise specifically provided for in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be written and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR: Oconee County
Oconee County Administrator

415 South Pine Street
Walhalla, SC 29691

with a copy to:
Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691

LESSEE: Christ Central Ministries, Inc.

Christ Central Ministries Oconee

32. **Amendments**: Any amendments to this Lease must be in writing, signed by duly authorized and empowered representatives of both Lessor and Lessee.
33. **Governing Law**: This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.
34. **Dispute Resolution, Waiver of Trial by Jury**:
 - a. Any conflict, dispute, or grievance (collectively "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Walhalla, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator, refusal to participate in the mediation process, or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.
 - b. LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS

ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, INCLUDING STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS.

35. **Acceptance of Terms:** This Lease is subject to and contingent upon final approval by the Oconee County Council.

Witnesses:

Oconee County

By: _____

Its: _____

Witnesses:

Christ Central Ministries, Inc.

By: _____

Its: _____

Witnesses:

Christ Central Ministries Oconee

By: _____

Its: _____

“EXHIBIT A”

DESCRIPTION OF LEASE PREMISES

Exhibit B



Hope and a Future Resource and Solution Center

Client Entry and Dismissal Procedure and Protocol

How can you access availability for someone you know?

Contact info: Ph#-864-873-7134 Website: ccmcoonee.org

Emergency Shelter

- Client will fill out application form located at designated pick up and drop off point. Application must be filled out before entry on van and emergency shelter. Upon arrival at facility client will be assessed more thoroughly.
- Clients can be picked up from three different locations in Oconee at 7 p.m.; Seneca, Westminster, Walthalla.
- Client will give any bags to driver to safely secure in back of van until arrival at facility.
- At facility van will enter through sally port entrance.
- Client will take personal belongings to drop off table where the belongings will be tagged with identification. Client's belonging will be put in assigned basket and put in storage room. Client will not be allowed to take personal belongings into facility.
- Client will be asked to empty all pockets and remove shoes for inspection. A metal detecting wand will be used to detect any metal on client before entry.
- When client enters facility they will be assessed and evaluated for any pressing needs. All clients will be given a resource guide. Client will then be given a toiletry bag and a bed number.
- Hot meal will be served at 8 p.m. for all clients in facility. Client will have time to shower before lights out.
- Lights will be cut off at 10 p.m., no exceptions.
- Lights turned on at 6 a.m. to begin day.
- Client will be given hot breakfast at 7 a.m.
- Client will be given back personal belongings as they begin to load back on designated van.
- Client will reload same van they entered shelter on night before and taken back and dropped off at same location they were picked up from. Client will not be able to stay in facility during day.
- No one is allowed to walk from facility. If client walks off from facility they will not be allowed to return.
- No one is allowed to walk up to facility and enter. Clients will only be allowed to enter by van, being picked up from pick up and drop off locations. Only Law Enforcement and Fire Department will have access afterhours.
- If there are any problems with clients, police will be called. Client will be escorted out by law enforcement.
- Clients who wish not to stay after arrival will be transported back to their pick up location. Clients will not be able to walk from facility at any point.
- There will be no smoking outside facility or in facility.

Transitional Housing

- Client for transitional housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into transitioning.
- Client will be placed on stabilization for two months. During transitioning phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location away from facility. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Ash Tree Recovery Program

- Client for stabilization/recovery housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into stabilization/recovery.
- Client will be placed on stabilization for two months. During stabilization/recovery phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Resource and Solution Center

- Client will be evaluated through interview process.
- The client will be given correct information for needs they are facing.

Life Skill/Certification Classes

- Client will be evaluated through interview process.
- Client will be determined with a interview board if they are allowed to acquire life skill and certification classes.
- Clients will be referred to Hope and a Future by other agencies and organizations.
- All clients will be dropped off and picked up at existing Sally Port for classes.
- No client is allowed to walk away from facility. If client walks off they will not be allowed to return to classes.



MissionTracker Features

Data base used to keep record of all clients.

- Color coded visual assessment tool
- Workflow management system
- Client calendar of events and registration
- Education tracking & courseware building
- Sexual offender API lookup

ResidentTracker

- Record client profiles
- Manage client calendars
- Manage client case notes
- Record client assessments and evaluations
- Record long term clients or overnight guests
- Integrated voucher system for clients
- Client checkbook register and accounting
- Report on 30+ metrics
- Print client "id cards" with photo ID and barcode
- Completely customizable

ResidentTracker

ResidentTracker is an online tool that allows your organization to easily track the people you help as a gospel mission. Effectively come alongside them to help manage and improve their educational gaps, financial shortfalls, medical needs, and relational wounds. Monitor visits, track vouchers, and run custom reports quickly, saving your valuable staff time that can then be used to build relationships and change lives. ResidentTracker can be easily integrated with your website and is completely web-based so you can access it from anywhere.

Features:

- Record client profiles
- Manage client calendars
- Manage client case notes
- Record client assessments and evaluations
- Record long term clients or overnight guests
- Integrated voucher system for clients
- Client checkbook register and accounting
- Report on 30+ metrics
- Print client "id cards" with photo ID and barcode
- Completely customizable

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-31**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

WHEREAS, the County currently desires to execute and enter into a Lease Agreement (the "Lease") with Kent Crooks by which the County will lease certain improved real property located at 207 Crooks Road, Seneca, South Carolina TMS # 268-00-03-039; and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached or to be attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A."

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ___ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: October 18, 2016 [title only]
Second Reading: November 1, 2016
Public Hearing:
Third & Final Reading:

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2016, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorization necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable, made in this Lease), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing _____ and ending _____ (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor. Lessor offers no option for renewal or extension of the Lease Term.

2. **AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST.** Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of

Two Thousand, Four Hundred and 00/100 (\$2400.00) Dollars for the one (1) year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal monthly installments of Two Hundred and 00/100 Dollars, and such rent payments are to be received on or before the ____ day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. BREACH OR DEFAULT. If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES. Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and to the HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF. Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. UTILITIES, TAXES, AND INSURANCE. Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of

Lessee, or Lessee's guests, invitees, licensees, or other entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY:** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Councilmembers, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises

9. **DAMAGE BY FIRE, ETC.** In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. **ASSIGNMENT.** Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. **LESSOR'S RIGHT TO ENTER PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. **ENTIRE AGREEMENT.** This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. **SECTION HEADING.** The section headings as to the contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. **NOTICES.** It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County
Attn: T. Scott Moulder, Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-32

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land situate in Oconee County and designated by TMS number 332-00-01-009, known as the Golden Corner Commerce Park ("County Property");

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("BREC") wishes to acquire from the County, and the County wishes to grant to BREC, certain easement rights for, generally and without limitation, the construction, reconstruction, location, relocation, operation, maintenance, alteration, and repair of such poles, structures, overhead or underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures or anchors, for the purpose of distributing electricity by one or more circuits, on, over, and/or through the County Property;

WHEREAS, the form, terms and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("County Council"), copies of which are attached hereto as "Exhibit A," are acceptable to the County Council for the purpose of giving effect to the easement rights sought by BREC; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the Easement Agreement;
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel to the County, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are

hereby deemed separable.

5. All orders, ordinances, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2016.

ATTEST:

ORDAINED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: October 18, 2016 [title only]
Second Reading: November 1, 2016
Public Hearing:
Third & Final Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-34

AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK (PROJECT MACKINAW) WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“Oconee”), and Pickens County, South Carolina (“Pickens,” collectively, “Counties,” each, “County”), as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), to jointly develop a multi-county park to include real and personal property located in the geographic boundaries of the Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties desire to jointly develop a multi-county industrial and business park (Project Mackinaw) (“Park”) and execute and deliver an Agreement Governing the Park, the substantially final form of which is attached as *Exhibit A* (“Agreement”), to govern the inclusion of real and personal property in and expansion of the boundaries of the Park; and

WHEREAS, the Counties desire to include certain property in the Park (“Property”), as more particularly described on the attached *Exhibit B* and are hereby authorizing the inclusion of the Property in the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1. Oconee is authorized to jointly develop the Park with Pickens. The Oconee County Council Chair (“Chair”) is authorized to execute the Agreement, the Clerk to the Oconee County Council (“Clerk”) is authorized to attest the same, and the Oconee County Administrator (“County Administrator”) is authorized to deliver the Agreement to Pickens. The form of the Agreement attached hereto is approved, with any revisions not materially adverse to Oconee approved by the County Administrator, following consultation with legal counsel to Oconee, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

Section 2. The County authorizes the inclusion of the Property in the Park.

Section 3. The Chair, the County Administrator and the Clerk (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 4. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 5. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. This Ordinance is effective after third and final reading.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman
Oconee County, South Carolina

(SEAL)

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

READINGS:

First Reading: November 1, 2016
Second Reading:
Public Hearing:
Third & Final Reading:

EXHIBIT A
PARK AGREEMENT (PROJECT MACKINAW)

EXHIBIT B
LEGAL DESCRIPTION – PROJECT MACKINAW

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

STATE OF SOUTH CAROLINA)
 COUNTY OF OCONEE)
)
 COUNTY OF PICKENS)

AGREEMENT FOR DEVELOPMENT
 FOR JOINT COUNTY INDUSTRIAL/BUSINESS
 PARK (OCONEE-PICKENS INDUSTRIAL
 PARK – PROJECT MACKINAW)

THIS AGREEMENT for the development of a joint county industrial/business park (Project Mackinaw) to be located within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the — day of ____, 2016 by and between Oconee County and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County, as contiguous counties, have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial Park (Oconee-Pickens Industrial Park – Project Mackinaw) (the “Park”); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in lieu of taxes in an amount equal to that amount for which such owner or lessee would be liable except for such exemptions; and

WHEREAS, Oconee County has agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park, to the extent, and only to the extent, not covered by private developers or owners of property in the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina (the “Constitution”) provides that counties may jointly develop an industrial and/or business park with other counties within the geographical boundaries of one or more of the member counties; provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. Location of the Park.

(A) The Park shall consist of property located in Oconee County. Such property is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished and property may be included from time to time as authorized by ordinances of both Oconee County and Pickens County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below. Further, notwithstanding any other provision hereof, no parcel or property may be deleted from the Park while any incentive, or form of government financing for Oconee County is dependent on such parcel or property being in a joint county industrial/business park.

(E) In the event any enlargement of the boundaries of the park cause the Park boundaries to encompass all or a portion of a municipality, the Counties must obtain the consent of the municipality prior to the expansion of the Park.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation in accordance with Article VIII, Section 13(D). The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and costs to provide public services such as sewage, water, fire, and police protection within the Park in the following proportions:

- A. Oconee County 100%
- B. Pickens County 0%

Notwithstanding the foregoing, nothing herein shall be construed to prevent Oconee County from requiring the owner of privately owned property within the Park to bear all such expenses.

6. **Allocation of Park Revenues.** Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

- A. Oconee County 99%
- B. Pickens County 1%

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

8. **Fees in Lieu of Taxes Pursuant to Titles 4, 12 and 29 of the Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more agreements pursuant to Section 4-12-30, Section 4-29-67 or Section 12-44-30, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions within the Park and for the purpose of computing the index of taxpaying ability of the applicable school district(s) pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County and Pickens County shall be identical to the percentage established for the allocation of revenue to each county, respectively, pursuant to Paragraph 7.

10. **Non-qualifying Use.** Notwithstanding anything in paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as

provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law for regulation.

The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by those Oconee County agencies providing such services in that part of Oconee County.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until the earlier of December 31, 2056, or the date on which the last FILOT payment is received from any Project located in the Park, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this ___ day of _____ 2016

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

And this ____ day of _____ 2016

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Jennifer H. Willis, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Crystal A. Alexander, Clerk to County Council
Pickens County, South Carolina

EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 1, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE (Brief Statement):

First & Final Reading of Resolution R2016-11 "A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR OF OCONEE COUNTY, SOUTH CAROLINA TO EXECUTE AND DELIVER AN ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND AMONG THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, THE PALMETTO ECONOMIC DEVELOPMENT CORPORATION, AND OCONEE COUNTY FOR THE PURPOSE OF UPGRADING THE SENECA RAIL SITE, AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Since 2015, the Oconee Economic Alliance, on behalf of the County, has worked to earn competitive grant funding from the South Carolina Power Team and Santee Cooper. The purpose of this grant program is to aid in the creation of market-ready economic development projects. After an exhaustive competitive process that involved site consultant visits, as well as advisory board support from the granting agencies, it was determined to fund the development of the Seneca Rail Park through a matching-grant scenario.

The grant will award \$555,000 towards the project that involves the installation of a new road into the Seneca Rail Park, as well as, a new sign with landscaping into the Park and a 1-acre cleared area for low entry onto the site. The County match portion will come from the following areas:

SRP Certification Reimbursement funds	\$33,579.00
GLUP Certification Reimbursement funds	\$35,605.00
OLTP Timber Sale proceeds	\$112,680.05
C lands contribution	\$70,000.00
Blue Ridge Electric Co-op contribution	\$100,000.00
Oconee Economic Alliance contribution	\$55,000.00
County Match Total	\$359,864.05

The Grant amount of \$555,000 combined with the County match of \$359,864.05, will cover the engineered estimate, to complete the projects described, set at \$910,000.00. The excess funds will be used to cover contingency and/or landscaping. This project will be bid through County procurement.

Resolution R2016-11 establishes support for the arrangement and authorizes the agreement between the granting agencies and the County related to the expectations of the funds use.

SPECIAL CONSIDERATIONS OR CONCERNS (only if applicable):

N/A

FINANCIAL IMPACT (Brief Statement):

Check Here if from Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: 0 - N/A

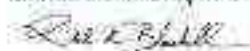
Approved by: _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION (Brief Statement):

It is the staff's recommendation that Council approve Resolution R2016-11 on first and final reading.

Submitted or Prepared By:



Approved for Submission to Council:

Department Head/Elected Official:

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Item Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Official's responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2016-11

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR OF OCONEE COUNTY, SOUTH CAROLINA TO EXECUTE AND DELIVER AN ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND AMONG THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, THE PALMETTO ECONOMIC DEVELOPMENT CORPORATION, AND OCONEE COUNTY FOR THE PURPOSE OF UPGRADING THE SENECA RAIL SITE; AND OTHER MATTER RELATED THERETO.

The County Council ("County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

WHEREAS, pursuant to Section 4-9-10 of the Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County;

WHEREAS, pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended, the County has the authority to make and execute contracts, among other powers;

WHEREAS, the stated missions of the South Carolina Public Service Authority ("Santee Cooper") and the Palmetto Economic Development Corporation ("Power Team") are to be a resource for the improvement of the quality of life for the people of South Carolina and to facilitate the growth of jobs, investment, and electric load through the attraction of new industrial and commercial activity, as well as the expansion and retention of existing business and facilities;

WHEREAS, to help accomplish their stated objectives, Santee Cooper and the Power Team worked to create the South Carolina Power Team Site Readiness Fund ("SRF Grant");

WHEREAS, the purpose of the SRF Grant is to provide funding to communities for use in the improvement of valuable economic development sites and buildings;

WHEREAS, the County represents such a community, and the Seneca Rail Site (the "Site") represents such a development site, and thus the County requested an SRF Grant in the amount of \$355,000.00 to upgrade the Site, such upgrade being referred to as the "Project." The total cost of the Project is estimated to be \$710,000.00;

WHEREAS, the County has arranged to match ("Matching Funds") the SRF Grant funds in the following particulars in order to cover the full cost of the Project:

1. SRP Certification Reimbursement funds:	\$33,579.00
2. GCCP Certification Reimbursement funds:	\$35,605.00
3. OITP Timber Sale proceeds:	\$115,680.05
4. C funds contribution:	\$70,000.00
5. Blue Ridge Electric Co-op contribution:	\$100,000.00
6. Oconee Economic Alliance contribution:	\$5,000.00
Matching Funds Total	\$359,864.05; and

WHEREAS, the Power Team reviewed the County's funding request along with other information and determined that the Project met the SRF Guidelines, and the Power Team approved the County's request for an SRF Grant in the amount of \$355,000.00 for the purposes stated herein and subject to, and in accordance with, the agreement attached hereto as Exhibit "A" (the "Agreement.")

NOW, THEREFORE, be it resolved by County Council in a meeting duly assembled that:

1. County Council hereby approves the Agreement, attached hereto as **Exhibit "A."**
2. County Council commits to supply that portion of the Matching Funds designated as follows: SRP Certification Reimbursement funds (\$33,579.00), GCCP Certification Reimbursement funds (\$35,605.00), and OITP Timber Sale proceeds (\$115,680.05), totaling \$184,684.05.
3. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel to the County, such Administrator's approval to be deemed given by his execution of the Agreement.
4. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County, necessary to carry out the terms of the Agreement and this Resolution.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect and be in full force from and after its adoption.
7. This Resolution shall be binding on the County Council of Oconee County, South Carolina.

RESOLVED this ____ day of _____, 2016, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul A. Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

EXHIBIT A

ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND AMONG SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, SOUTH CAROLINA POWER TEAM, AND OCONEE COUNTY

This Economic Development Grant Agreement (Agreement) is entered into on this ____ day of _____, 2016 by and among South Carolina Public Service Authority, a body corporate and politic created and existing pursuant to the laws of the State of South Carolina (Santee Cooper), Oconee County a body corporate and politic and a political subdivision of the State of South Carolina (County), and Palmetto Economic Development Corporation, a non-profit economic development entity organized and existing pursuant to the laws of the State of South Carolina (Power Team).

WHEREAS, the mission of Santee Cooper is to be the state's leading resource for improving the quality of life for the people of South Carolina;

WHEREAS, the mission of the Power Team is to facilitate the growth of jobs, investment, and electric load through the attraction of new industrial and commercial activity, as well as the expansion and retention of existing business and facilities in the service areas of the electric cooperatives and Santee Cooper throughout South Carolina;

WHEREAS, to further their commitments of promoting and supporting economic growth in South Carolina, the Power Team requested and Santee Cooper approved the creation of the South Carolina Power Team Site Readiness Fund (SRF Grant);

WHEREAS, the purpose of the SRF Grant is to provide funding to communities served by the electric cooperatives for use in the improvement of very high value economic development sites and buildings;

WHEREAS, the County represents a community served by Blue Ridge Electric Cooperative;

WHEREAS, the County requested an SRF Grant of \$355,000.00 to upgrade a site known as the Seneca Rail Site (Project);

WHEREAS, the Power Team reviewed the County's funding request along with other information and determined the Project, located in Oconee County, South Carolina and containing TMS No. 520-36-10-017, met the SRF Guidelines and should be considered for funding as requested; and

WHEREAS, the Power Team Board of Trustees approved the County's request for \$355,000.00 (SRF Funds) for the purpose stated herein and subject to and in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants, payments, and other valuable and sufficient consideration, the parties agree as follows:

1. **Approved Purpose.** The purpose of this SRF Grant is to provide financial assistance to the County to upgrade a site known as the Seneca Rail Site. Details of the Project and budget are attached as **Exhibit 1.**
2. **Representations of County.** County makes the following representations, warranties, and covenants as follows:
 - a. County is a body corporate and politic and a political subdivision of the State of South Carolina.
 - b. County has all requisite power and authority to enter this Agreement and perform all obligations stated herein. The execution and performance by County has been duly authorized and does not require the consent or approval of any other person or entity which has not been obtained.
 - c. The execution and performance by County of this Agreement does not and will not violate any provisions of any contract, agreement, instrument, law, rule, regulation, or ordinance to which County is a party or is subject.
 - d. There are no legal actions or proceedings pending known to County which, if adversely determined, would materially or adversely affect the ability of County to fulfill its obligations under this Agreement.
 - e. The SRF Funds shall be used solely for the Approved Purpose.
 - f. County will begin the Project on or before _____, 2016 and will complete the Project on or before _____, 201____. Time is of the essence. Any extension requests must be submitted to Power Team in writing at least ten (10) days prior to the completion deadline. Granting or denying extension requests is at the sole discretion of the Power Team.
 - g. All information, reports, and data provided to Santee Cooper or the Power Team concerning the Project or SRF Grant were complete, correct, true, and not misleading at the time of submission; County will immediately provide updates or changes to ensure Power Team and Santee Cooper have complete, correct, and true information as to the Project or SRF Grant.
 - h. County has no knowledge of any facts or circumstances which evidence, or with the passage of time would evidence, that any representation made by County related to this Agreement, the SRF Funds, or the Project are in any way inaccurate, incomplete, or misleading.
 - i. County will maintain all receipts, records, or other information necessary or relevant to show how, when, why, and to whom all SRF Funds were expended and will permit designated representatives of Santee Cooper or Power Team to inspect or copy the same.
 - j. County will confirm fidelity bond coverage for all persons having access to the SRF Funds; coverage will be in an amount sufficient to cover the entire amount of the SRF Grant.
 - k. Within ten (10) days of the Project's completion, County shall provide a written request for payment to the Power Team, attaching invoices detailing the work completed. Each invoice shall be designated "paid" or "unpaid." Paid invoices shall include the date

of payment and check number; unpaid invoices shall contain a warranty and representation affirming the County is responsible for and will pay the same.

1. Prior to receiving any SRF Funds, County will facilitate an inspection of the Project by the Power Team.

3. Representations of Santee Cooper. Santee Cooper makes the following representations, warranties, and covenants as follows:

a. Santee Cooper is a body corporate and politic created and existing pursuant to the laws of the State of South Carolina.

b. Santee Cooper has all requisite power and authority to enter this Agreement and perform all obligations stated herein. The execution and performance by Santee Cooper has been duly authorized and does not require the consent or approval of any other person or entity which has not been obtained.

c. The execution and performance by Santee Cooper of this Agreement does not and will not violate any provisions of any contract, agreement, instrument, law, rule, regulation, or ordinance to which Santee Cooper is a party or is subject.

d. There are no legal actions or proceedings pending known to Santee Cooper which, if adversely determined, would materially or adversely affect the ability of Santee Cooper to fulfill its obligations under this Agreement.

4. Representations of Power Team. Power Team makes the following representations, warranties, and covenants as follows:

a. Power Team is a non-profit economic development corporation organized and existing pursuant to the laws of the State of South Carolina.

b. Power Team has all requisite power and authority to enter this Agreement and perform all obligations stated herein. The execution and performance by Power Team has been duly authorized and does not require the consent or approval of any other person or entity which has not been obtained.

c. The execution and performance by Power Team of this Agreement does not and will not violate any provisions of any contract, agreement, instrument, law, rule, regulation, or ordinance to which Power Team is a party or is subject.

d. There are no legal actions or proceedings pending or known to Power Team which, if adversely determined, would materially or adversely affect the ability of Power Team to fulfill its obligations under this Agreement.

5. Conditions to Receiving SRF Funds. The obligation for Santee Cooper to pay the SRF Funds to County is conditioned upon compliance with and satisfaction of each condition, representation, and warranty set forth in Paragraph 2 of this Agreement. Payment of the SRF Funds shall not occur unless and until each Party executes and returns this Agreement to Santee Cooper.

6. Project Reporting. Project reports, in substantially the same format as Exhibit 2, are to be submitted by County, to Santee Cooper and Power Team every three (3) months until one (1) year after the Project is complete. The first report is due three months from the date of the Agreement.

7. SRF Funds and Cost of Project. The amount of SRF Funds requested by the County is \$355,000.00. The total cost of Project is expected to be \$710,000.00.
8. Limit of Obligation. The SRF Funds shall be paid solely from and subject to the \$6,000,000.00 annual cap, as approved by the Santee Cooper Board of Directors on April 25, 2014. Under no circumstances shall Santee Cooper's obligations hereunder be deemed to create any debt or other obligation. Santee Cooper shall not be obligated to pay any contractor, materials provider, bank, lender, or similar person or institution for any agreement, loan, or other arrangement made and related to the Project.
9. Events of Default. The following constitute an event of default by County:
 - a. failure to comply with any condition, obligation, or provision of this Agreement,
 - b. determination that a false, inaccurate, or misleading representation or warranty was made,
 - c. failure to immediately correct a representation or warranty which was accurate or thought to be accurate at the time made, but subsequently proves or is discovered to be false, inaccurate, or misleading,
 - d. misappropriation of SRF Funds,
 - e. engagement in fiscal mismanagement of SRF Funds, or
 - f. failure to be fiscally responsible, including providing proper oversight, with SRF Funds.
10. Notice of Default and Cure Period. Notice of default must be provided to County in accordance with Paragraph 17 of this Agreement. After receipt, County has thirty (30) days to cure. If the default is not cured within thirty (30) days, Santee Cooper and Power Team, at their sole joint election, may terminate any or all of their obligations under this Agreement or stay the termination of their obligations under this Agreement pending cure of the default. If a stay of termination is elected, the stay shall not constitute any acceptance or waiver; a stay shall not waive any right of future termination.
11. Obligations of County upon Termination. If SRF Funds are terminated pursuant to Paragraphs 9 and 10, County shall:
 - a. not incur any new commitments for the Project,
 - b. cancel or suspend outstanding obligations,
 - c. forfeit all undisbursed SRF Funds,
 - d. return all SRF Funds in County's possession to Santee Cooper,
 - e. repay all SRF Funds that were disbursed, and
 - f. surrender any materials or other things purchased with the Funds or associated with the Project to Santee Cooper or Power Team.

If Santee Cooper and Power Team elect to stay a termination, that stay may be subject to certain conditions placed on the County, including any of the above obligations as stated or as altered or amended. Any conditions placed on a stay are at the sole joint discretion of Santee Cooper and Power Team and failure to comply with the same or any other provisions of this Agreement may result in immediate termination.

12. Cumulative Rights and Remedies upon Termination. In addition to all statutory and common law remedies for County's breach of this Agreement, Santee Cooper or Power Team's rights and remedies also include cancellation of any undisbursed SRF Funds, exclusion from receiving future funding from Santee Cooper or Power Team, and Santee Cooper taking ownership of any improvements created on, by, or associated with the Project. All rights and remedies are cumulative.
13. Attorneys' Fees and Costs. A defaulting party shall reimburse the other party or parties for any reasonable attorneys' fees and costs the non-defaulting party incurred in pursuing any enforcement of performance or observance of any obligation.
14. Integration. This Agreement sets forth the entire agreement and understanding of the parties with the respect to the subject matters described and supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties.
15. Binding Agreement. The terms and conditions of this Agreement are binding upon the parties' successors and assigns.
16. Reservation of Rights. Failure of any party to require full and timely performance of any provision at any time shall not waive or reduce a party's right to insist upon strict, complete, or timely performance in the future.
17. Notice: Delivery Method and Addresses. Any notice required or permitted to be delivered shall be sent to all parties via a nationally-recognized overnight delivery service with proof of delivery or via courier **and** via electronic delivery as follows:

a. County:

Oconee County Administrator
415 South Pine Street
Walhalla, SC 29691
Smoulder@oconeesc.com

with copy to

Oconee County Attorney
415 South Pine Street
Walhalla SC 29691
Droot@oconeesc.com

b. Santee Cooper:

South Carolina Public Service Authority
Attn: Mike Cool
One Riverwood Drive
Moncks Corner, South Carolina 29461
Mike.Cool@santecooper.com

c. Power Team:
South Carolina Power Team
Attn: James Chavez
1201 Main Street, Suite ____
Columbia, South Carolina 29201
James.Chavez@powerteam.org

18. Notice: Receipt Deemed and Change of Address. Any notice required or permitted must be in writing and is deemed provided on the day it is received (as indicated by date on the proof of delivery from the nationally-recognized overnight delivery service or courier). Failure to receive or refusal to accept notice after two (2) attempts shall be deemed adequate notice provided as of the date of the second (2nd) attempt. It is the responsibility of each party to notify the other parties of a change of address or contact person in accordance with this provision.
19. No Joint Venture. This Agreement shall not be deemed to create a partnership or joint venture among the parties.
20. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of South Carolina. Each party submits to venue in and the jurisdiction of state court in Berkeley, Charleston, or Richland County. Each party agrees all claims and matters may be heard and determined in this court and waives any right to object to such filing on venue, inconvenient forum, or similar grounds.
21. Compliance with Laws. In performing its obligations under this Agreement, County shall observe and comply with all applicable federal, state, and local laws, ordinances, orders, and regulations, including those which affect or apply to those engaged or employed in completing the Project. County shall impose the same obligations contained in this section upon all of its contractors.
22. Construction and Severability. This Agreement was negotiated and drafted by all parties. Any ambiguity or uncertainty shall not be construed for or against any party based on attribution of drafting to any party. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, that finding will not affect any other provision; in lieu of any provision found to be invalid, illegal, or unenforceable, a similar provision shall be added to this Agreement which is legal, valid, and enforceable so as to effect the original intent of the parties.
23. Exhibits. Any exhibits to this Agreement are incorporated by reference.
24. Survival of Covenants. All provisions which logically ought to survive termination of this Agreement shall survive, including the rights and remedies upon default.
25. Signatures. This Agreement may be executed in counterparts; each counterpart shall be deemed an original, and all counterparts constitute one and the same instrument. This

Agreement and any agreements ancillary to this Agreement are considered signed by a party when the signature is delivered electronically. Any scanned or faxed signature must be treated as having the same force and effect as an original signature.

26. **WAIVER OF JURY TRIAL.** THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR OTHER PROCEEDING, INCLUDING ANY RIGHT TO A JURY TRIAL WITH RESPECT TO COUNTERCLAIMS AND CROSS CLAIMS, WHICH ARE BASED ON, ARISE OUT OF, RELATE TO, OR ARE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROJECT, SRF GRANT, SRF FUNDS, OR ANY AGREEMENT ANCILLARY TO THIS AGREEMENT.
27. Written Modification. This Agreement can only be modified or amended if in writing and signed by all parties.

Remainder of page intentionally left blank.

WE AGREE:

Witnessed by:

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY (SANTEE COOPER)**

By: Pamela J. Williams
Its: Sr. Vice President Corporate Services

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ACKNOWLEDGMENT

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw Pamela J. Williams, its Sr. Vice President Corporate Services of the South Carolina Public Service Authority, sign, seal, and as her act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 20_____.

Notary Public for South Carolina
My Commission Expires: _____

WITNESS:

OCONEE COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw _____, its _____ sign, seal, and as his act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 20_____.

(Seal)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT 1
PROJECT DETAILS AND BUDGET

Attached.

DRAFT

Exhibit 2
QUARTERLY REPORT
(To be completed by County)

DRAFT

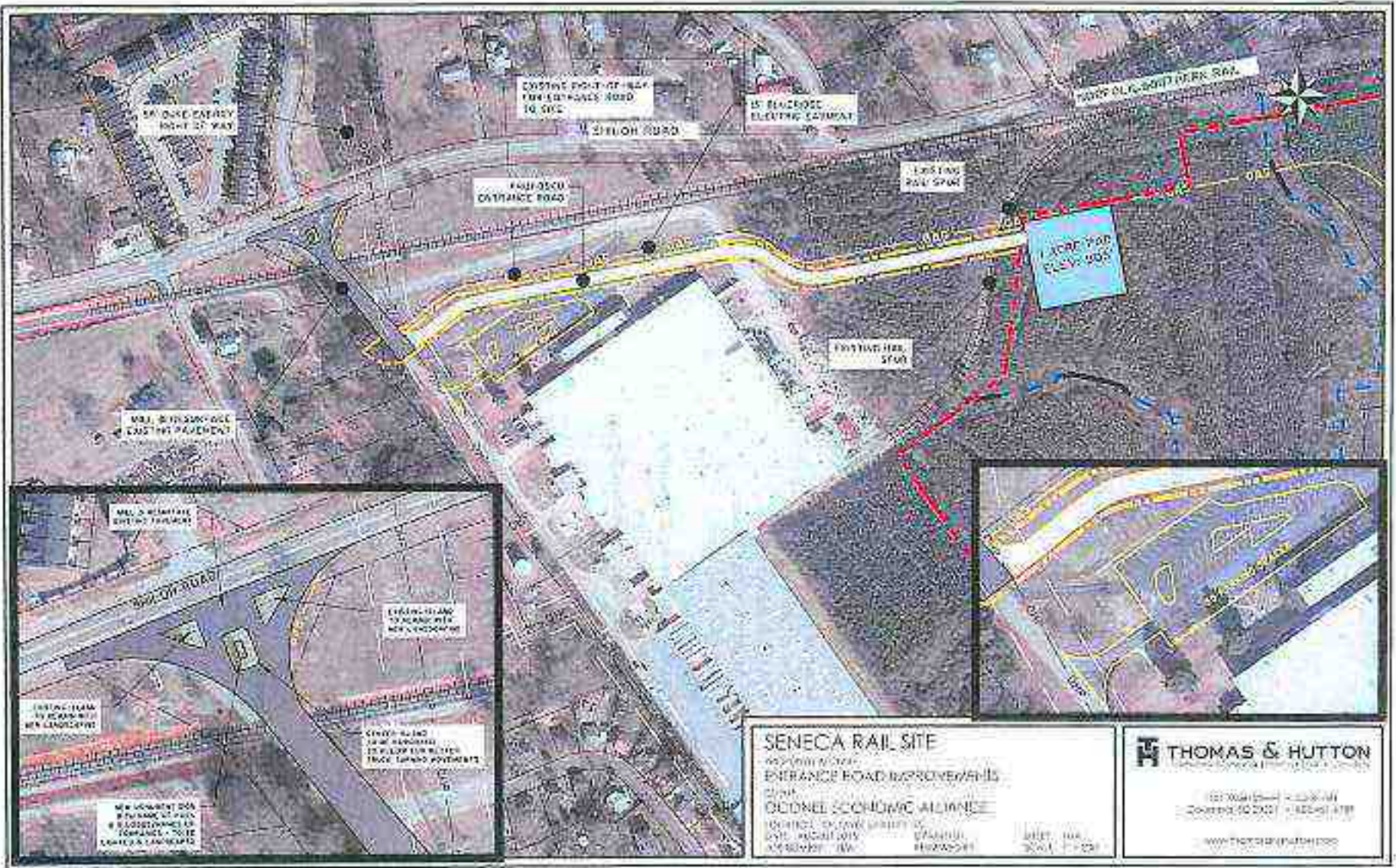


Exhibit 1

**Preliminary Cost Estimate
Seneca Rail Site
Entrance Roadway
For
Oconee Economic Alliance**

Roadway Improvements**Entrance Improvements & New 1,500 LF Roadway - 30' Wide**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
1	4	AC	Clearing & Grubbing (Non-Burning)	\$5,000.00	\$20,000
2	1	EA	Construction Entrance	\$1,500.00	\$1,500
3	18,000	CY	Earthwork (cut/fill) Roadway	\$5.00	\$90,000
4	5,000	CY	Earthwork (cut/fill) 1 Acre Flat Area	\$5.00	\$25,000
5	100	SY	Rip Rap	\$50.00	\$5,000
6	4,000	LF	Silt Fence	\$4.00	\$16,000
7	25	EA	Stone Check Dams	\$450.00	\$11,250
8	300	LF	Storm Drainage Piping	\$80.00	\$24,000
9	4	AC	Grassing	\$1,500.00	\$6,000
10	4,000	SY	8" Stone Base Course	\$14.00	\$56,000
11	4,000	SY	4" Asphalt Binder Course	\$12.00	\$48,000
12	6,570	SY	2" Asphalt Surface Course	\$11.00	\$72,270
13	1	LS	Railroad Crossing (Spur)	\$20,000.00	\$20,000
14	1	LS	Striping & Signage	\$12,500.00	\$12,500
15	1	LS	Entrance Landscaping & Irrigation	\$45,000.00	\$45,000
16	1	LS	Entrance Monument Sign	\$30,000.00	\$30,000
17	1	LS	Lights for Entrance Monument Sign	\$7,500.00	\$7,500
Roadway Improvements Subtotal:					\$490,020
Contingency:					\$49,038
Topographic Survey & ROW Plat:					\$15,000
Traffic Study:					\$8,500
Subsurface Geotechnical:					\$7,500
Engineering Design, Planning Submittal, & SCDHEC Permitting:					\$57,000
Bidding & Award:					\$7,000
Construction Observation/Administration/SCDHEC Inspections:					\$41,000
Material Testing:					\$35,000
Site & Access Roadway Improvements Total:					\$710,058

Notes:

1. Quantities based upon layout dated August 2015.
2. Rip-rap placed at end of outfall pipes and emergency spillways to act as an energy dissipator and provide erosion control.
3. Geotechnical Investigation must be completed prior to construction.
4. Construction Materials Testing by geotechnical firm will be necessary during construction.
5. Estimate does not include rock excavation, if rock excavation is necessary it can be better estimated once the subsurface investigation is completed.
6. Assuming no improvement to existing rail crossing.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 1, 2016
COUNCIL MEETING TIME: 6:00 p.m.

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2016-33 [in title only] "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CARRA H. ORR, GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, AND SUSAN O. WEST AS SELLERS, AND OCONEE COUNTY AS PURCHASER, OF APPROXIMATELY 54.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 724 ROCK CRUSHER ROAD AND 698 ROCK CRUSHER ROAD (TMS## 190-00-03-034 and 190-00-03-001), OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2016-33 will authorize the County Administrator to execute and deliver a Purchase and Sale Agreement whereby the County will purchase approximately 54.8 acres of land adjoining the Oconee County Rock Quarry. This purchase will be conducted in ten separate closings, over a period of ten years, with the sole source of the funds for the purchase coming from the Oconee County Rock Quarry Enterprise Fund. The County will obtain approximately 1/10 of the subject property (as initially constituted) as selected by the County, at each closing.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading, in title only, of Ordinance 2016-33.

Submitted or Prepared By:

Approved for Submittal to Council:

S/ David A. Root
County Attorney

Department Head/Elected Official

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.